

WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)

CONSTRUCTION SUPPLEMENTAL PROVISIONS

April 22, 2009

Revision 1

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SUBCONTRACT FLOW-DOWN REQUIREMENTS

SUBCONTRACTOR shall bind all lower-tier Subcontractors, regardless of tier level, to the provisions of this Subcontract where indicated with an asterisk (*) as a required flow down or as stated in the clause text.

DEFINITIONS

Whenever used in this document, the following definitions shall apply unless the content indicates otherwise.

Authorized Procurement Representative – The term “authorized procurement representative” shall be a person with authority to enter into and administer Subcontracts and make related determinations and findings. These individuals are identified with the associated authority in the body of the Subcontract.

Buyer’s Technical Representative (BTR) – The term “Buyer’s Technical Representative (BTR)” means the individual responsible for providing technical direction to the SUBCONTRACTOR. The BTR does not possess any explicit, apparent or implied authority to modify Subcontract terms and conditions.

BUYER – The term “BUYER” means Washington River Protection Solutions, LLC (WRPS).

Government – The term “Government” shall mean the United States of America and includes the U.S. Department of Energy (DOE) Office of River Protection (ORP), or any duly authorized representative thereof, including the BUYER’s Administrative Contracting Officer (ACO).

Lower-Tier Subcontractors - The term “lower-tier Subcontractors” refers to companies or individuals with whom the SUBCONTRACTOR has purchase orders, subcontracts and rental agreements for materials or equipment, and other services not performed directly by the SUBCONTRACTOR under this Subcontract.

SUBCONTRACTOR – The term SUBCONTRACTOR refers to the company, person or organization, including all lower-tier Subcontractors, performing Work under this Subcontract.

Subcontract – The term Subcontract shall mean this Subcontract or Purchase Order between the BUYER and the SUBCONTRACTOR including its terms, conditions, clauses, provisions, written direction and instructions, releases, and documents.

Work – The term “Work” includes all material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the Subcontract’s requirements, and such additional items not specifically indicated or described that can be reasonably inferred as required to complete the Subcontract.

ARTICLE 1.0 ORDER OF PRECEDENCE

In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the 'Subcontract'), the following order of precedence shall govern resolution: (i) authorized procurement representative’s written Subcontract, amendments, directions, and instructions; (ii) Special Provisions; (iii) General Provisions; (iv) Supplemental Provisions, (v) Statement of Work ('SOW'); (vi) Technical Specifications; and (vi) Drawings.

Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the 'Laws'). In the event of a conflict with Laws, the specific conflicting term of the Subcontract shall be considered null and without effect; Laws shall govern. All remaining terms unaffected by said Laws should continue in force.

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ARTICLE 2.0 OBLIGATIONS OF SUBCONTRACTOR

2.1 Labor and Work Rules

At all times during the course of the Work, the SUBCONTRACTOR shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to the BUYER. The supervisor shall have the authority to represent the SUBCONTRACTOR and technical directions given to the supervisor shall be binding on the SUBCONTRACTOR. Upon the BUYER's authorized procurement representative written request, the SUBCONTRACTOR shall give the supervisor, in writing, complete authority to act on behalf of, and to bind the SUBCONTRACTOR in all matters pertaining to the Work and this Subcontract. If requested, the SUBCONTRACTOR shall furnish the BUYER's authorized procurement representative a copy of the authorization. The SUBCONTRACTOR shall not transfer or remove any of its supervisory or key personnel from performance of the Work without the prior written approval of the BUYER's authorized procurement representative.

The SUBCONTRACTOR agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for the Work on the job-site shall be in harmony with and be compatible with all other labor used by the BUYER and other Subcontractors. Whenever the SUBCONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, the SUBCONTRACTOR shall immediately give the BUYER's authorized procurement representative notice thereof including all relevant information.

The SUBCONTRACTOR shall comply strictly with all BUYER and Government rules governing the conduct of the SUBCONTRACTOR and the SUBCONTRACTOR's employees, agents, and lower-tier Subcontractors at and about the job site. The SUBCONTRACTOR agrees that it shall ensure that its supervisory personnel, employees, agents, and lower-tier Subcontractors at the job-site comply strictly with such rules. The BUYER reserves the right to, from time to time, revise any such rules and the SUBCONTRACTOR shall comply fully with such rules as revised in accordance with the foregoing provisions.

2.2 Schedules, Progress Reports, and Coordination

The SUBCONTRACTOR must meet the schedule specified in the Subcontract. When requested by the BUYER, the SUBCONTRACTOR will prepare and submit to the BUYER's authorized procurement representative a progress schedule identifying the completion of the Work outlined in this SUBCONTRACT, within the deadlines and milestones established.

During the progress of the Work, the SUBCONTRACTOR will maintain material deliveries and employ sufficient workers and equipment to accomplish the Work in conformance with the submitted schedule or deadlines and milestones established.

If requested by BUYER, the SUBCONTRACTOR will forward to the BUYER's authorized procurement representative a summary report of the progress of the various parts of the Work, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

The SUBCONTRACTOR recognizes that the BUYER, the Government, and other SUBCONTRACTORS and lower-tier Subcontractors may be working concurrently at the jobsite. The SUBCONTRACTOR agrees to cooperate with the BUYER, the Government, and other SUBCONTRACTORS, and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. The BUYER reserves the right to direct the SUBCONTRACTOR to schedule the order of performance of its Work in such manner as not to interfere with the performance of others.

If the completion of any part of the Work or the delivery of materials is behind schedule, the SUBCONTRACTOR will submit in writing a plan for bringing the Work within the schedule. The BUYER may require that one or more of the following courses of action be taken by the SUBCONTRACTOR to accelerate the schedule:

- Increase the working week to 6 or 7 days.
- Increase the labor force.
- Provide and utilize additional equipment.
- Increase the working day to 10 hours or more.

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The SUBCONTRACTOR will remain on such accelerated work schedule until such time as, in the opinion of the BUYER; the degree of completion of the Work complies with the original schedule. All extra costs of any accelerated work schedule will be borne by the SUBCONTRACTOR.

Failure to comply with such an accelerated work schedule may result in no further monthly progress payments until such time as the degree of completion of the Work complies with the approved schedule or the BUYER has approved a revised schedule.

2.3 Permits, Licenses, and Fees

The SUBCONTRACTOR will obtain and pay for all applicable permits and licenses required by law that are associated with the Work.

2.4 Protection of Work and Property

The SUBCONTRACTOR will at all times safely guard and protect from damage the Work and adjacent property. All loss or damages arising out of the nature of the Work to be done under this Subcontract, including, but not limited to, action of the elements, will be the responsibility of the SUBCONTRACTOR.

The SUBCONTRACTOR will confine its equipment, the storage of materials, and the operation of its workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the BUYER and will not unreasonably encumber the premises with its materials.

2.5 Insurance*

The SUBCONTRACTOR shall procure and maintain the insurance policies and coverage limits found in the On-site Work provisions including additional coverage as described below unless such policies and limits are waived in writing by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall ensure that lower-tier Subcontractor agreements, if lower-tier Subcontractors will perform work on site, at least duplicate the insurance policies and coverage limits required of the SUBCONTRACTOR unless waived by the BUYER's authorized procurement representative. The BUYER's authorized procurement representative waiver shall not apply to insurance required by statute. The SUBCONTRACTOR agrees to provide an insurance certificate identifying the insured, Subcontract Number and the BUYER's authorized procurement representative's name and company.

The SUBCONTRACTOR shall procure and maintain Builder's "All Risk" insurance covering damage to the SUBCONTRACTOR's Work during construction. The insurance shall include coverage for material and equipment during inland transit and in temporary storage (both onsite and offsite) and shall include the insurer's waiver of subrogation in favor of the BUYER and the U.S. Department of Energy (DOE).

2.6 Responsibility of the SUBCONTRACTOR to Act in Emergency*

In emergencies affecting the safety of persons, the Work or property at the site and adjacent thereto, the SUBCONTRACTOR will act, without previous instructions from the BUYER, as the situation warrants. The SUBCONTRACTOR will notify the BUYER's authorized procurement representative immediately thereafter. The SUBCONTRACTOR will submit to the BUYER's authorized procurement representative the name, address, and phone number of a responsible individual or individuals who will be available on a twenty-four (24) hour basis to handle emergency situations in connection with the Work.

2.7 Equipment, Materials, and Appliances*

Unless otherwise stipulated, the SUBCONTRACTOR will provide and pay for all materials, labor, water, tools, equipment, heat, light, power, transportation, telephone, temporary facilities, and other facilities, and incidentals necessary for the execution and completion of the Work. Unless otherwise specified, all materials will be new, and both workmanship and materials will be of good quality.

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In selecting and/or approving equipment for installation, the SUBCONTRACTOR assumes all responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or the SUBCONTRACTOR's defective workmanship or materials.

2.8 Copies of Data

One legible copy each of all notes, field notes, drawings, including record drawings, prints, plans, reports, and other applicable documents prepared under the provisions of this SUBCONTRACT will be delivered by the SUBCONTRACTOR to the BUYER's authorized procurement representative upon completion of the Work and prior to final payment.

2.9 Environmental Responsibility

The SUBCONTRACTOR shall provide to the BUYER's authorized procurement representative the documentation of services, processes, and business practices that are protective of the natural environment.

2.10 Conditions and Risks of Work

The SUBCONTRACTOR represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work, and its surroundings, and the SUBCONTRACTOR assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the BUYER, fully complete the Work for the stated Subcontract price without further recourse to BUYER. Information on the site of the Work and local conditions at such site furnished by the BUYER in specifications, drawings or otherwise is not guaranteed by the BUYER and is furnished only for the convenience of the SUBCONTRACTOR.

2.11 Overtime

Unless expressly stated elsewhere in this Subcontract, Work at the job sites shall be compatible with BUYER's starting and quitting times, or other times approved by the BUYER's authorized procurement representative. The BUYER's authorized procurement representative must approve scheduled overtime Work by the SUBCONTRACTOR in advance and in writing. The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative in advance of any incidental spot overtime that the SUBCONTRACTOR elects to Work due to such operations as concrete placement, non-disruptable Work activities and emergencies to protect life and/or property. Overtime Work, whether scheduled or incidental, shall be to the SUBCONTRACTOR's account unless the compensation therefore is specifically authorized in writing by the BUYER's authorized procurement representative. In the event the BUYER's authorized procurement representative approves compensation of the SUBCONTRACTOR's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to the SUBCONTRACTOR of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, the SUBCONTRACTOR shall submit supporting documents satisfactory in form and content to the BUYER's authorized procurement representative for its verification and approval.

2.12 Performance and Payment Bonds

The "original Subcontract price", as used in this provision, means the award price of the Subcontract. The original Subcontract price does not include the price of any options, except those options exercised at the time of Subcontract award. If the resulting Subcontract price is \$100,000 or more, the SUBCONTRACTOR shall furnish performance and payment bonds to the authorized procurement representative as follows:

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- **Performance Bonds:** The penal amount of performance bonds at the time of Subcontract award shall be one hundred and twenty-five (125) percent of the original Subcontract price and cover the complete period of performance.
- **Payment Bonds:** The penal amount of payment bonds at the time of Subcontract award shall be one hundred and twenty-five (125) percent of the original Subcontract price and cover the complete period of performance.

If the original Subcontract price is between \$25,000 and \$100,000, the SUBCONTRACTOR is required to provide only a payment bond in accordance with the above requirements.

The BUYER may require additional performance and payment bond protection if the Subcontract price is increased. The increase in protection will generally be equal to one hundred (100) percent of the increase in the Subcontract price. The SUBCONTRACTOR shall furnish all executed bonds, including any necessary reinsurance agreements, to the BUYER's authorized procurement representative within ten (10) calendar days after receipt of Notice of Award or Subcontract execution, whichever is earlier, but in any event, before starting Work.

The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be accessed at the Treasury Department Website: <http://www.fms.treas.gov>. Bonds must be submitted using the BUYER's Performance and Payment Bond forms posted at the following Website address: http://www.hanford.gov/chmpmm/uploadfiles/PMM_Payment_Bond.pdf. Equivalent forms may be used subject to prior approval of the BUYER's authorized procurement representative.

ARTICLE 3.0 OBLIGATIONS OF BUYER

3.1 Limitations of BUYER's Responsibilities*

The BUYER will not be responsible for the SUBCONTRACTOR's means, methods, techniques, sequences or procedures of the Work, or the safety precautions including compliance with the programs incident thereto. The BUYER will not be responsible for the SUBCONTRACTOR's failure to perform the Work in accordance with this SUBCONTRACT.

3.2 BUYER's Right to do Work

If the SUBCONTRACTOR, in the opinion of the BUYER, neglects to execute the Work properly or neglects or refuses at its own cost to take up and replace Work rejected by the BUYER, then the BUYER will, without prejudice to any other right which the BUYER may have under this SUBCONTRACT, take over that portion of the Work which has been improperly executed and make good the deficiencies and deduct the cost from the Subcontract's value thereof from the payments then or thereafter due the SUBCONTRACTOR.

ARTICLE 4.0 GENERAL LEGAL PROVISIONS

4.1 Title to Materials Found

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of the SUBCONTRACTOR or any of its lower-tier Subcontractors and the right to use said materials or dispose of same is hereby expressly reserved by the US Department of Energy. Neither the SUBCONTRACTOR, its lower-tier Subcontractors, nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. The SUBCONTRACTOR may, at the sole discretion of the US Department of Energy, be permitted, without charge, to use in the Work any such materials that meet the requirements of this Subcontract.

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4.2 Survey Control Points and Layouts

Survey control points, as shown on the drawings, will be established by the BUYER. The SUBCONTRACTOR shall complete the layout of all Work and shall be responsible for all requirements necessary for the Work execution in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as the BUYER may require as Work progresses.

If the SUBCONTRACTOR or any of its lower-tier Subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced by the BUYER at the SUBCONTRACTOR's expense. No separate payment will be made for survey Work performed by the SUBCONTRACTOR.

4.3 Delays and Extension of Time

If the SUBCONTRACTOR intends to file a claim for a time extension for a delay, it will, within forty-eight (48) hours of the occurrence, give written notice of the claim to the authorized procurement representative stating the circumstances, the possible extension involved, and the reasons for the claim. Within seven (7) calendar days after the cause of delay has been remedied, the SUBCONTRACTOR will give written notice to the authorized procurement representative of the actual time extension requested.

Within fifteen (15) calendar days after the SUBCONTRACTOR submits to the BUYER's authorized procurement representative a specific written request for a time extension, the BUYER will make the final decision on the request for a time extension.

No time extension will be considered for weather conditions normal to the area in which the Work is being performed. Unusual weather conditions, if determined by the BUYER to be of a severity that would stop all progress of the Work, may be considered as cause for a time extension.

Delays in delivery of equipment or material purchased by the SUBCONTRACTOR or its lower-tier Subcontractors (including BUYER-selected equipment) or failure of the SUBCONTRACTOR or its lower-tier Subcontractors to perform will not be considered as a just cause for a delay. The SUBCONTRACTOR shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

4.4 Consequential Damages

Neither the BUYER nor the SUBCONTRACTOR shall be responsible or held liable to the other for indirect or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product or business interruption. Except for the obligation to make payments, neither Party shall be in default hereunder to the extent such default is caused by a cause beyond each party's reasonable control. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any options available at law or in equity. Releases from, and limitations of liability and waivers of subrogation shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the party released or whose liability is limited and shall be effective to, and apply to, the maximum extent allowable by law and in the event such provision is determined to exceed the maximum scope allowed by law, said provision shall be interpreted and enforced so as to preserve, release or limitation to the maximum extent allowable. The BUYER and the SUBCONTRACTOR agree to look solely to each other with respect to performance of this agreement.

ARTICLE 5.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

5.1 Orientation

Prior to entry by the SUBCONTRACTOR onto the Work site, the SUBCONTRACTOR's supervisory employees shall attend a general orientation (to be conducted by the BUYER'S authorized procurement representative or designee) to acquaint themselves with the working conditions and requirements to be imposed at the Work site. It shall be the responsibility of the SUBCONTRACTOR to orient all its other employees, its lower-tier Subcontractors and their employees, as to such working conditions and requirements.

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5.2 Overhead Restrictions

Under no conditions shall the SUBCONTRACTOR operate or move cranes, hoists or similar equipment within twenty (20) feet of overhead electrical conductors, guy wires, or substations, unless prior authorization for such operations is obtained from the BUYER's authorized procurement representative giving full details of the method of equipment operations. Authorization from the BUYER's authorized procurement representative shall also be obtained when transporting materials, machinery, or other equipment which establishes a height exceeding fourteen (14) feet from the road and/or ground surface.

5.3 Oversize/Overweight Requirements

Shippers shall require vehicle operators to obtain a permit when the vehicle or non-reducible load exceeds the following dimensions and or weight:

Legal Dimensions:

- Width: 8 feet, 6 inches
- Height: 14 feet

Length: with or without load

- Single unit: 40 feet
- Single trailers: 53 feet

Combination:

- Truck and trailer: 75 feet
- Two trailers: 61 feet

Legal Weights:

- Single axle: 20,000 pounds
- Tandem axles: 34,000 pounds
- Steering axles: tire size x 600 pounds per inch of width

Permits for overweight loads may be obtained for a higher gross weight if the load concentration upon the road surface does not exceed six hundred (600) pounds per inch width of tire, twenty-two (22,000) pounds on a single axle or forty-three (43,000) pounds on tandem axles.

Movement of any oversize or overweight load within the Hanford Site boundaries shall be in accordance with the Washington Administrative Code (WAC) and Revised Code of Washington (RCW).

Oversize/Overweight Load Permits shall be obtained by calling 376-9167 or Fax 376-8156 before transporting oversize or overweight loads on Hanford Site roads.

If oversize or overweight loads are transported off the Hanford Site over state or county roads, an oversize load permit must be obtained from the Washington State Department of Transportation (fees apply).

Weather permitting, Hanford Site over-dimensional load movement is restricted Monday through Friday to the hours of 8:30 a.m. through 3:00 p.m., with other days and times as stated in the permit.

Oversize load signs (at least seven (7) feet long and eighteen (18) inches high with black lettering at least ten (10) inches high in 1.41 inch brush stroke on yellow background) will be mounted on the front of the towing vehicle and on the rear of the load or trailing unit. Such signs are to be displayed only when the unit is in transit and must be removed or retracted at all other times. Signs are not required on loads that are overweight only.

All flags shall be clean, bright red flags at least twelve (12) inches square. They shall be displayed so as to wave freely on all four corners of over-width objects and at the extreme ends of all protrusions, projections, or overhangs.

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Escort car requirements:

- When vehicle, vehicles or load is over eleven (11) feet in width, escort cars (both front and rear) are required on a two-lane highway.
- When vehicle, vehicles or load is over fourteen (14) feet wide, one escort car in the rear is required on multiple-lane highway.
- When vehicle, vehicles or load is over twenty (20) feet wide, escort cars in both front and rear are required when the highway is a multiple-lane, undivided highway.
- When overall length of load, including vehicles, exceeds one hundred (100) feet or when rear overhang of load measured from the last axle exceeds one-third of the total length, one escort car is required on two-lane highways. The permit may authorize a riding flag person in lieu of an escort car.
- If required by Site Transportation, escort cars shall be used when they are necessary to protect the traveling public.
- Both towing unit and escort vehicles shall have two-way radio capabilities, adequate to provide communications between drivers at all times during which the oversize unit is in motion.

Prior to travel, for vehicles more than fourteen (14) feet high, a route with safe overhead clearances must be selected and reviewed with the driver. Routing and schedules shall be coordinated with Utility Operations (373-2077 or 373-2352) and Railroad Operations (376-6753).

Road closures require advising Hanford Patrol 373-3800, Fire Department 373-2745, and the Benton County Sheriff's office (376-1022) or email: *Benton County Sheriff Office)

Rubber-tired heavy equipment with road capability traveling on highways must be equipped with "SLOW MOVING VEHICLE" signs on the rear. Buckets, fork heels, etc., shall be kept as low as possible; if they extend more than three (3) feet ahead of the vehicle, they shall be flagged for daylight use and marked with yellow lights in darkness. Tracked units, i.e., bulldozers, are not to be operated on paved roads except for approved crossings.

Special permits do not authorize the operation of any vehicle without having the load securely fastened and protected against shifting or falling in accordance with the Code of Federal Regulation, Title 49, part 393.100, RCW 46.61.655, WAC 468-38-200.

5.4 Explosives

The use of explosives requires express written authorization from the BUYER.

5.5 Heavy Equipment

Heavy equipment will not be allowed to cross existing paved roadways unless such roadway is protected by rubber tires or other adequate protection such as heavy planking. Movement of heavy equipment equipped with crawler-type treads on existing paved surfaces is forbidden and such equipment must be transported to the Work site on rubber-tired trailers. Upon completion of the Work, the equipment shall be promptly removed from the Work site.

5.6 Work Area Housekeeping

The SUBCONTRACTOR shall at all times keep the Work area, including storage areas used by it, in an orderly condition free from accumulations of waste materials or rubbish. All materials shall be kept in neat piles and protected from the elements until installed. Prior to or upon completion of the Work, the SUBCONTRACTOR shall remove from the Work site all rubbish, and all tools, scaffolding, equipment and materials not the property of the Government or the BUYER. Upon completion of the Work, the SUBCONTRACTOR shall leave the construction area in a clean, neat condition, satisfactory to the BUYER.

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5.7 Work Area Limitations

The SUBCONTRACTOR shall restrict its personnel and operations to the limits of the Work area. Any changes and or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from the BUYER.

5.8 System Outages

Work which requires any existing building utility system (excluding fire protection) to be taken out of service shall be scheduled and performed so that the length of time the utility is out of service is held to a minimum. All material for alteration and tie-in work shall be on hand when each utility service interruption is scheduled. The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative not less than fourteen (14) calendar working days prior to each required utility shutdown. All tie-in work shall be scheduled and performed so that the shutdown time will not exceed four (4) hours for water and two (2) hours for electrical or fire alarm. Methods of performing the tie-in work shall be approved by the BUYER's authorized procurement representative prior to any utility system outage. Prior approval must be obtained for connection to and use of existing fire hydrants.

5.9 Removal and Disposal of Existing Equipment and/or Materials

All miscellaneous items removed by the SUBCONTRACTOR and not specified to be reused shall remain the property of the Government, and shall be placed at a location adjacent to the Work site as directed in the field by the BUYER's cognizant technical representative.

5.10 Special Excavation Requirements

Where required, the SUBCONTRACTOR shall provide cribbing for excavation to prevent undermining or movement of any load bearing concrete slabs or footings. All excavations shall require a special permit and comply with OSHA and WISHA regulations.

In the event any underground pipe line, conduit or other object not shown on the drawings or otherwise indicated in the Specifications is encountered, the SUBCONTRACTOR shall immediately stop work and notify the BUYER's authorized procurement representative.

Except as otherwise specified, protection (and restoration) of existing facilities shall be as specified in these provisions. All underground piping, conduits, ducts, and other utilities shall be safely shored, braced and/or guyed as specified in the above referenced section.

5.11 Fire Protection Outages.

Work that requires a fire alarm system, fire sprinkler system or fire hydrant to be taken out of service shall be scheduled so that the length of reduced system performance is minimized. If the outage is due to alteration or tie-in, all materials required to complete the work shall be on hand before the start of the alteration or tie-in. The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative at least five (5) working days before starting work that will require a system outage. Notification shall identify portions of the system that will be affected. The BUYER will coordinate the outage with the SUBCONTRACTOR and others, and arrange for fire department standby if required. If a fire alarm system is to be out of service for more than four (4) consecutive hours, a BUYER approved fire watch shall be provided by the SUBCONTRACTOR, for those areas of a building affected by the outage. If a fire sprinkler system is to be out of service for more than four (4) consecutive hours, a building shall either be evacuated or a BUYER approved fire watch shall be provided by the SUBCONTRACTOR. The building evacuation or fire watch shall be maintained until the fire alarm or sprinkler system is returned to service.

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5.12 Railroad Right of Way.

Any construction activity within twenty-five (25) feet of the centerline of railroad tracks extending to one hundred (100) feet in some areas must be coordinated with the BUYER's Railroad Operations.

5.13 Cultural Ecological Resources Awareness

The SUBCONTRACTOR shall comply with the provisions of the Native American Graves Protection Act 25 USC 3001-3013. This act establishes statute provisions for the treatment of Native American remains and cultural objects. If during the performance of this Subcontract, the SUBCONTRACTOR discovers Native American remains and/or cultural objects, the SUBCONTRACTOR shall immediately cease work in the affected work area, take reasonable efforts to protect the items discovered, and notify the Buyer's Technical Representative. Work in the affected area may be prohibited for a period not to exceed thirty (30) days. Cessation of Work under the provisions of this article for periods of up to thirty (30) calendar days shall not be cause for an excusable delay and no additional compensation shall be warranted.

Cultural resources are known to exist on the Hanford Reservation. The SUBCONTRACTOR shall use previously disturbed areas, whenever possible, while conducting work activities. The SUBCONTRACTOR shall also ensure workers are trained to recognize culturally significant resources. The BUYER provides a one (1) hour training class for the SUBCONTRACTORS employees. The SUBCONTRACTOR is responsible for all labor costs associated with this training. All workers shall be directed to visually inspect for cultural resources during all work activities, particularly in undisturbed areas. If any cultural resources are encountered, work in the vicinity of the discovery shall be suspended immediately. In the event of any such discoveries, the SUBCONTRACTOR shall immediately notify the BUYER's authorized procurement representative or on-site representative.

All ground disturbing Work requires a current ecological review by the BUYER. If no nesting birds or other sensitive species are identified in the proximity of the excavation area, work can proceed. If evidence of a curlew nest or other species is found, the SUBCONTRACTOR's Work may proceed at a location away from the nest location depending on site conditions, upon approval from the BUYER, at no additional cost or schedule extension to the BUYER.

ARTICLE 6.0 Work and Operations at the Worksite Requiring Specific Approval

6.1 Working Hours

The SUBCONTRACTOR shall not perform Work at the Work site on other than regular day shift, as set out in the Specifications, unless given prior approval by the BUYER's authorized procurement representative and has received written notification in advance.

The SUBCONTRACTOR shall give the authorized procurement representative at least two (2) hours prior notice if its employees are to be working after the normal shift period Monday through Friday. The SUBCONTRACTOR shall give the authorized procurement representative notice on the prior working day if its employees will be working before normal shift hours, Monday through Friday, or will be working at any time on Saturday, Sunday, or holidays. The notice shall include the type of Work to be performed, location of work, date and hours of work, and description of any heavy equipment to be used. The BUYER advance approval is required any time Work is to be performed at other than normal shift periods.

6.2 Moving of Equipment

The SUBCONTRACTOR shall notify the BUYER's authorized procurement representative at least two (2) business days prior to the date it proposes to move any heavy equipment into or from the Work site and shall not move any such equipment in or from the Work site until receipt of written approval from the BUYER's authorized procurement representative.

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6.3 Electrical System Tie-Ins and Equipment Testing

When a tie-in is required to the existing plant electrical systems of four hundred eighty (480) volts or higher, the SUBCONTRACTOR shall contact the BUYER's authorized procurement representative at least fourteen (14) working days prior to the desired tie-in date and shall not tie-in until receipt of the BUYER's authorized procurement representative's approval.

After acceptance but prior to final energizing the system, the BUYER will perform certain necessary testing, not included in this Subcontract, of new service equipment and facilities. These tests will include high voltage D.C., tests of power cable, Dobie test of transformers and switchgear insulation, oil sampling, transformer turn ratio, etc.

6.4 Receipt of SUBCONTRACTOR Supplies and/or Equipment at Site

The SUBCONTRACTOR shall not schedule supplies and/or equipment for delivery to the Hanford site until such time as the SUBCONTRACTOR is mobilized to receive or accept their property at the Work site. The SUBCONTRACTOR shall not be permitted to use the BUYER's mailing address and in no case shall material or equipment be addressed in care of the BUYER's authorized procurement representative. It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by the BUYER. However, the SUBCONTRACTOR must have explicit prior written permission and authorization from the BUYER's authorized procurement representative prior to delivery. Any deviation from this requirement will result in a back-charge to the SUBCONTRACTOR for any costs incurred by the BUYER for coordinating the delivery.

6.5 Protection of Products and Work

The SUBCONTRACTOR shall protect and preserve all products of every description (including products which may be BUYER furnished or Government-owned) and all Work performed. Until the Work is accepted as completed, the SUBCONTRACTOR shall have the risk of loss for damage to, loss or destruction of the Work, and for such products. If, as determined by the BUYER, products and Work performed are not adequately protected by the SUBCONTRACTOR they may be protected by the BUYER and the cost incurred by the BUYER will be charged to or deducted from any payments due the SUBCONTRACTOR.

6.6 Protection of Existing Facilities

The existing facilities that are shown on the drawings, identified in the specifications, marked in the field, or the location of which are reasonably determinable by the SUBCONTRACTOR shall be protected from damage by the SUBCONTRACTOR and if damaged, shall be reported immediately to the BUYER's authorized procurement representative. Any required repairs shall then be made by the SUBCONTRACTOR, or by others, in a manner approved by the BUYER's authorized procurement representative, at the SUBCONTRACTOR expense.

The SUBCONTRACTOR shall protect from damage all existing improvements and utilities (1) at or near the Worksite and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the SUBCONTRACTOR. The SUBCONTRACTOR shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the Work. If the SUBCONTRACTOR fails or refuses to repair the damage promptly, the BUYER may have the necessary Work performed and charge the cost to the SUBCONTRACTOR.

When underground facilities which are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR, are encountered by the SUBCONTRACTOR, Work at such locations shall be stopped immediately and the BUYER's authorized procurement representative notified. Work at such locations shall not continue until released by the BUYER's authorized procurement representative.

Any damage to existing facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR in sufficient time to avoid damage shall be reported immediately to the BUYER's authorized procurement representative. Work at such locations shall not continue until released by the BUYER's authorized procurement representative. Any required repairs shall be made by the SUBCONTRACTOR,

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or by others, in a manner approved by the BUYER's authorized procurement representative. If the repairs are made by the SUBCONTRACTOR, an equitable adjustment shall be made and the Subcontract shall be modified in writing accordingly. If other extra expense is incurred by the SUBCONTRACTOR due to the existence of facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR at the time of estimating the cost/price, an equitable adjustment will be made and the Subcontract shall be modified in writing accordingly.

When excavation Work endangers the stability of known existing facilities, the SUBCONTRACTOR shall provide adequate shoring, bracing and temporary guying to protect the facilities until backfilling is completed. This protection shall be the SUBCONTRACTOR's responsibility.

6.7 Hanford Site Stabilization Agreement

The Site Stabilization Agreement for all construction Work for the DOE at the Hanford Site consists of a Basic Agreement dated September 10, 1984, plus an Appendix A. The SUBCONTRACTOR shall be required to comply with the most current Site Stabilization Agreement, and as modified throughout performance of the Subcontract. The BUYER may from time to time provide notice to the SUBCONTRACTOR of any changes in wages, fringe benefits, and other employee compensation, as the Site Stabilization Agreement, including all current appendices thereto, may be modified by the parties thereto. The SUBCONTRACTOR shall not be entitled to any change in the Subcontract due to any such changes in wages, or fringe benefits or other employee compensation pursuant to modification of the Site Stabilization Agreement during the term of this Subcontract.

This provision applies to employees performing Work under this Subcontract or lower-tier Subcontracts subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for Work performed at the Hanford Site.

SUBCONTRACTORS who are parties to an agreement(s) for construction Work with a local union having jurisdiction over construction Work performed at the Hanford site, or who are parties to a national labor agreement for such construction Work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors, at all tiers, who have Subcontracts with a signatory SUBCONTRACTOR or lower-tier Subcontractors shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.

SUBCONTRACTORS who are not signatory to the Site Stabilization Agreement and who are not required under these provisions to become signatory to the Site Stabilization Agreement shall pay not less and not more than the wages, fringe benefits, and other employee compensation set forth in Appendix A and shall adhere, except as otherwise directed by the BUYER's authorized procurement representative to the following provisions of the Site Stabilization Agreement:

- Article VII Employment, Section 2 only
- Article XII Non-Signatory Contractor Requirements
- Article XIII Hours of Work, Shifts, and Overtime
- Article XIV Holidays
- Article XV Wage Scales and Fringe Benefits, Sections 1 & 2 only
- Article XVII Payment of Wages-Checking In & Out, Section 3 only
- Article XX General Working Conditions
- Article XXI Safety and Health

The SUBCONTRACTOR agrees to make no contributions in connection with this Subcontract to Industry Promotion Funds, or similar funds, except with the prior approval of the BUYER's authorized procurement representative.

The obligation of the SUBCONTRACTOR and its lower-tier Subcontractors to pay fringe benefits shall be discharged by making payments required by this Subcontract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in

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the Act of July 2, 1964, (Public Law 88-349-78 Stat. 238-239) and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 3, 5).

The BUYER may direct the SUBCONTRACTOR to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, is modified by the involved parties.

In the event of failure to comply with these provisions, or failure to perform any of the obligations imposed upon the SUBCONTRACTOR and its lower-tier Subcontractors, the BUYER may withhold any payments due to the SUBCONTRACTOR and may terminate the Subcontract for default.

The rights and remedies of the BUYER and the Government provided in these provisions above shall not be exclusive and are in addition to any other rights and remedies of the BUYER and the Government provided by law or under this Subcontract.

The requirements of this paragraph are in addition to, and shall not relieve the SUBCONTRACTOR of any obligation imposed by other provisions of this Subcontract, including those entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act-Overtime Compensation", "Payrolls and Basic Records", "Compliance with Copeland Act Requirements", "Withholding of Funds", and "Contract Termination--Debarment".

The SUBCONTRACTOR agrees to maintain its proposal records showing rates and amounts used for computing wage and other compensation, and its payroll and personnel records during the course of Work subject to this provision, and to preserve such records for a period of three (3) years thereafter for all employees performing such Work. Such records will contain the name, address, social security number of each such employee, correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which the Work was performed, deductions made, and amounts for wages and other compensation covered by these provisions. The SUBCONTRACTOR agrees to make these records available for inspection by the BUYER and the Government and will permit employee interviews during working hours on the job.

The SUBCONTRACTOR agrees to insert this provision, in all lower-tier Subcontracts for the performance of Work subject to the Davis-Bacon Act.

ARTICLE 7.0 SUPPLEMENTAL TERMS AND CONDITION

General Intent. This Agreement is subject to the terms and conditions of the BUYER's Prime Contract Number DE-AC27-08RV14800. The general intent of these provisions is to incorporate into the Subcontract all required Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) flow-down clauses, and any other State or Federally-mandated contract clauses, which are required to be so incorporated either by the FAR, DEAR, the BUYER's Prime Contract or applicable State or Federal law.

To reference the cited FAR and DEAR flowdown clauses, the following web addresses are provided:

<http://farsite.hill.af.mil/>

<http://farsite.hill.af.mil/vfdoea.htm>

Substitution of the Parties: Wherever required to make any FAR, DEAR, or Prime Contract clause incorporated herein to be meaningful, the term "Contractor" shall be read "SUBCONTRACTOR," and the term "Government" or "Contracting Officer" shall be read "BUYER" with the exception of DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (June 1996).

Specific Incorporated Clauses: Without in any way limiting the FAR, DEAR, or Prime Contract clauses to be incorporated herein, the following FAR and DEAR Contract Clauses are hereby specifically incorporated herein by reference with the same force and effect as if they were given in full text.

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7.1 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses and Department of Energy Acquisition Regulation (DEAR) Requirements

Applicable to all orders

1. FAR 52.202-1 Definitions (Jul 2004) (as supplemented by DEAR 952.202-1)
2. FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (March 2009)
3. FAR 52.204-11 American Recovery and Reinvestment Act of 2009 – Reporting Requirements (Mar 2009)
4. FAR 52.211-5 Material Requirements (Oct 1997)*
5. FAR 52.225-9 Buy American Act—Construction Materials (Jan 2005)
6. FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act – Construction Materials under Trade Agreements (Mar 2009)
7. FAR 52.225-24 Required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act – Construction Materials under Trade Agreements (Mar 2009)
8. FAR 52.227-4 Patent Indemnity – Construction Contracts (Apr 1984)*
9. FAR 52.236-2 Differing Site Conditions (Apr 1984)*
10. FAR 52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984)*
11. FAR 52.236-5 Material and Workmanship (Apr 1984)*
12. FAR 52.236-7 Permits and Responsibilities (Nov 1991)*
13. FAR 52.236-18 Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)*
14. FAR 52.236-19 Organization and Direction of the Work (Apr 1984)*
15. FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)*
16. FAR 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)*
17. DEAR 970.5215-4 Cost Reduction (Dec 2000)*

Applicable to all orders over \$2,000

18. FAR 52.222-6 Davis-Bacon Act (Jul 2005)*
19. FAR 52.222-7 Withholding of Funds (Feb 1988)*
20. FAR 52.222-8 Payrolls and Basic Records (Feb. 1988)*
21. FAR 52.222-9 Apprentices and Trainees (Jul 2005)*
22. FAR 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)*
23. FAR 52.222-11 Subcontracts (Labor Standards) (Feb 1988)*
24. FAR 52.222-12 Contract Termination - Debarment (Feb 1988)*
25. FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)*
26. FAR 52.222-14 Disputes Concerning Labor Standards (Feb 1988)*
27. FAR 52.222-15 Certification of Eligibility (Feb 1988)*
28. FAR 52.222-16 Approval of Wage Rates (Feb 1988)*
29. FAR 52.222-30 Davis Bacon Act – Price Adjustment (None or Separately Specified Method (Dec 2001))

Applicable to all orders over \$2,500

30. FAR 52.225-1 Buy American Act—Supplies (Jun 2003)
31. FAR 52.225-11 Buy American Act – Construction Materials Under Trade Agreements (Aug 2007)*

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32. FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006)*

Applicable to all orders over \$10,000

33. FAR 52.222-27 Affirmative Action Compliance Requirements for Construction (Feb 1999)*

Applicable to all orders over \$1,000,000

34. FAR 52.219-9 Small Business Subcontracting Plan (Oct 2000) (Alternate II – Oct 2000)* - Small Business Exempted